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PACIFIC DRILLING S.A.

FORM S-8

(Securities Registration: Employee Benefit Plan)

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As filed with the Securities and Exchange Commission on March 30, 2012

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PACIFIC DRILLING S.A.
(Exact name of registrant as specified in its charter)

Grand Duchy of Luxembourg	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

37, rue d'Anvers
L-1130 Luxembourg
+352 27 85 81 35
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

PACIFIC DRILLING S.A. 2011 OMNIBUS STOCK INCENTIVE PLAN
(Full title of the plan)

Kinga E. Doris
Vice President, General Counsel and Secretary
3050 Post Oak Blvd., Suite 1500
Houston, Texas 77056
+1 (713) 334-6662
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

David P. Oelman
Douglas E. McWilliams
Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002
(713) 758-2222

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Large accelerated filer ¨	**Accelerated filer** ¨
Non-accelerated filer x **(Do not check if smaller reporting company)**	**Smaller Reporting Company** ¨

CALCULATION OF REGISTRATION FEE

Name of Plan	Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan	Common Stock, $0.01 par value	7,200,000 shares	$10.38	$74,736,000	$8,565

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered such additional Common Stock as may become issuable pursuant to the adjustment provisions of Pacific Drilling S.A. Omnibus Stock Incentive Plan.

(2) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(h) under the Securities Act. The price for the shares being registered hereby is based upon the average of the high and low prices of the Common Stock of the Registrant as reported on the New York Stock Exchange on March 28, 2012.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Pacific Drilling S.A. (the "Registrant") will send or give to all participants in the Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan (the "Plan") document(s) containing the information required by Part I of Form S-8, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to Rule 428, the Registrant has not filed such document(s) with the Commission, but such documents (along with the documents incorporated by reference into this Form S-8 Registration Statement (the "Registration Statement") pursuant to Item 3 of Part II hereof) shall constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3 Incorporation of Documents by Reference.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, the Registrant hereby incorporates by reference into this Registration Statement the following documents:

(a) The Registrant's prospectus filed pursuant to Rule 424(b) under the Securities Act (File No. 333-177774) relating to the Registrant's Registration Statement on Form F-1, such prospectus filed with the Commission on November 14, 2011;

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the registration document referred to in (a) above; and

(c) The description of the Registrant's Common Stock, par value $0.01 per share contained in the Registrant's Registration Statement on Form F-1 (File No. 333-177774), originally filed with the Commission on November 7, 2011, pursuant to Section 12(b) of the Exchange Act, including any amendment or report filed for the purpose of updating such description.

Except to the extent that information is deemed furnished and not filed pursuant to securities laws and regulations, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act and all reports on Form 6-K subsequent to the date hereof and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall also be deemed to be incorporated by reference herein and to be a part hereof from the dates of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Pursuant to Luxembourg law on agency, agents are entitled to be reimbursed any advances or expenses made or incurred in the course of their duties, except in cases of fault or negligence on their part. Luxembourg law on agency is applicable to the mandate of directors and agents of the Company.

Pursuant to Luxembourg law, a company is generally liable for any violations committed by employees in the performance of their functions except where such violations are not in any way linked to the duties of the employee.

Our articles of association provide that directors and officers, past and present, are entitled to indemnification from us to the fullest extent permitted by Luxembourg law against liability and all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he is involved by virtue of his being or having been a director or officer and against amounts paid or incurred by him in the settlement thereof.

No indemnification will be provided against any liability to us or our shareholders (i) by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties of a director or officer; (ii) with respect to any matter as to which any director or officer shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company; or (iii) in the event of a settlement, unless approved by a court or the board of directors.

The underwriting agreement between us and Morgan Stanley & Co. LLC filed as Exhibit 1.1 to our Registration Statement on Form F-1, originally filed with the Commission on November 7, 2011 also provides for indemnification of our directors and officers by the underwriters against certain liabilities.

In addition, the terms of the Plan provide for the indemnification of the officers and directors of the Company for any claims arising out of any action taken or omitted to be taken or any determination made in good faith with respect to the Plan or any awards granted thereunder.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our articles of association, agreement, vote of shareholders or disinterested directors or otherwise.

We currently have and expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Unless otherwise indicated below as being incorporated by reference to another filing of the Registrant with the Commission, each of the following exhibits is filed herewith:

Exhibit Number	Description
4.1	Amended and Restated Articles of Association of Pacific Drilling, S.A. (incorporated by reference to Exhibit 3.1 to the Registrant's Form F-1 Registration Statement (File No. 333-177774), filed on November 7, 2011).
4.2	Pacific Drilling S.A.2011 Omnibus Stock Incentive Plan (incorporated by reference to Exhibit 10.5 to the Registrant's Form F-1 Registration Statement (File No. 333-177774), filed on November 7, 2011).
4.3*	Form of Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan Notice of Substitution of Stock Options and Stock Option Grant and Stock Option Agreement.
4.4*	Form of Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan Notice of Stock Option Grant and Stock Option Agreement.
4.5*	Form of Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan Notice of Restricted Stock Unit Grant and Restricted Stock Unit Agreement.
5.1*	Opinion of Loyens & Loeff as to the legality of the securities being registered.
23.1*	Consent of Loyens & Loeff (contained in Exhibit 5.1).
23.2*	Consent of KPMG LLP.
23.3*	Consent of Ernst & Young LLP.
24.1*	Powers of Attorney (included on the signature page of this Registration Statement).

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas on March 30, 2012.

PACIFIC DRILLING S.A.

By: /s/ Christian J. Beckett
Name: Christian J. Beckett
Title: Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Christian J. Beckett and William J. Restrepo, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and any additional registration statement pursuant to Rule 462(b), and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully and to all intents and purposes as they might or could not in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on March 30, 2012.

Signature	Title
/s/ Christian J. Beckett Christian J. Beckett	Chief Executive Officer and Executive Director (Principal Executive Officer)
/s/ William J. Restrepo William J. Restrepo	Chief Financial Officer (Principal Financial Officer)
/s/ Paul T. Reese Paul T. Reese	Vice President, Controller (Principal Accounting Officer)
/s/ Ron Moskovitz Ron Moskovitz	Chairman
/s/ Laurence N. Charney Laurence N. Charney	Director
/s/ Jeremy Asher Jeremy Asher	Director
/s/ Paul Wolff Paul Wolff	Director
/s/ Cyril Ducau Cyril Ducau	Director
 Sarit Sagiv	Director

Exhibit 4.3

FORM OF
PACIFIC DRILLING S.A.
2011 OMNIBUS STOCK INCENTIVE PLAN
NOTICE OF SUBSTITUTION OF STOCK OPTIONS
AND STOCK OPTION GRANT

In substitution of your options to purchase common stock of Pacific Drilling Limited, Pacific Drilling S.A. (the "Company") hereby grants you (the "Optionee") the following option (the "Option") to purchase shares representing the Company's share capital ("Shares"). The terms and conditions of this Option are set forth in this notice below, as well as in the attached stock option agreement (the "Stock Option Agreement") and the Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan (the "Plan"), both of which are attached to and made a part of this document.

Date of Grant:	[ ]
Name of Optionee:	[ ]
Number of Option Shares:	[ ]
Exercise Price per Share:	$[ ]
Type of Option:	Non-Qualified Stock Option
Vesting Schedule:	[ ]

By signing this document, you acknowledge receipt of a copy of the Plan, and agree that (a) you have carefully read, fully understand and agree to all of the terms and conditions described in the attached Stock Option Agreement, the Plan document and "Notice of Exercise and Common Stock Purchase Agreement" (the "Exercise Notice"); (b) you hereby make the purchaser's investment representations contained in the Exercise Notice with respect to the grant of this Option; (c) you understand and agree that the Plan, Stock Option Agreement, and Notice, including its cover sheet and attachments, constitutes the entire understanding between you and the Company regarding this Option, and that any prior agreements, commitments or negotiations concerning this Option are replaced and superseded; (d) you have been given an opportunity to consult your own legal and tax counsel with respect to all matters relating to this Option prior to signing this cover sheet and that you have either consulted such counsel or voluntarily declined to consult such counsel and (e) any tax liability or other adverse tax consequences to you resulting from the grant, vesting or exercise of the Option will be the responsibility of, and will be borne entirely by, you.

[NAME]

_____

Date: _____

Pacific Drilling S.A.
Société Anonyme
37, rue d'Anvers
L-1130 Luxembourg

By: _____

Title: _____
Date: _____

PACIFIC DRILLING S.A.

2011 OMNIBUS STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

SECTION 1. KIND OF OPTION.

This Option is intended to be either an incentive stock option intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (an "ISO") or a non-statutory option (an "NSO"), which is not intended to meet the requirements of an ISO, as indicated in the Notice of Substitution of Stock Options and Stock Option Grant. Even if this Option is designated as an ISO, it shall be deemed to be an NSO to the extent required by the $100,000 annual limitation under Section 422(d) of the Code.

SECTION 2. VESTING.

Subject to the terms and conditions of the Plan and this Stock Option Agreement (the "Agreement"), your Option will be exercisable with respect to the Shares underlying the Option that have become vested in accordance with the schedule set forth in the Notice of Substitution of Stock Options and Stock Option Grant. If your Option is granted in consideration of your service as an employee or a consultant, subject to any terms and conditions relating to a Change in Control as set forth in the Plan or the Notice of Substitution of Stock Options and Stock Option Grant, after your service as an employee or a consultant terminates for any reason, vesting of your Shares subject to such Option immediately stops and such Option expires immediately as to the number of Shares that are not vested as of the date your service as an employee or a consultant terminates. If your Option is granted in consideration of your service as an Independent Director, after your service as an Independent Director terminates for any reason, vesting of your Shares subject to such Option immediately stops and such Option expires immediately as to the number of Shares that are not vested as of the date your service as an Independent Director terminates.

SECTION 3. TERM.

Your Option will expire in any event on the tenth (10th) anniversary of the Date of Grant; provided, however, that if your Option is an ISO it will expire five (5) years after the Date of Grant if, as of the date Date of Grant, you own more than 10% of the voting stock (i.e., you are a "Ten-Percent Shareholder") of the Company (such date of expiration, the "Expiration Date"). Also, your Option will expire earlier if your service terminates, as described below in Section 4.

SECTION 4. REGULAR TERMINATION.

(a) If your service terminates for any reason except death, the vested portion of your Option will expire on the 90th day after your termination of service. Except as otherwise provided under this Agreement, during that 90-day period, you may exercise the portion of your Option that was vested on your termination date. Notwithstanding the foregoing, the Option may not be exercised after the Expiration Date determined under Section 3 above.

(b) If you die while in service with the Company, the vested portion of your Option will expire on the six-month anniversary of the date of your death. During that six-month period, your estate, legatees or heirs may exercise that portion of your Option that was vested on the date of your death. Notwithstanding the foregoing, the Option may not be exercised after the Expiration Date determined under Section 3 above.

SECTION 5. EXERCISING YOUR OPTION .

To exercise your Option, you must execute the Notice of Exercise and Common Stock Purchase Agreement (the "Exercise Notice"), attached as Exhibit A. You must submit the Exercise Notice, together with full payment, to the Company. Your exercise will be effective when both the Exercise Notice and full payment of the Exercise Price plus the amount of any Federal, state, local or foreign income or employment taxes required to be withheld is received by the Company. If someone else wants to exercise your Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so. If determined by the Committee in its sole discretion, in order to facilitate the delivery of Shares pursuant to the exercise of your Option, the execution of the exercise of your option (including, without limitation, the delivery to you of Shares pursuant to such exercise) may be delayed until an exercise date specified by the Committee, which shall in no event be later than such date as is as soon as reasonably practicable following the next regularly scheduled meeting of the Board following receipt of your Exercise Notice and applicable payment.

SECTION 6. PAYMENT FORMS.

When you exercise your Option, you must either include payment of the Exercise Price for the Shares you are purchasing plus any Federal, state, local and foreign income and employment taxes required to be withheld in cash or instruct the Company to withhold a portion of the Shares to be acquired by exercise of the Option with a Fair Market Value equal to the Exercise Price plus any Federal, state, local and foreign income and employment taxes required to be withheld. The Board may permit such other payment forms as it deems appropriate, subject to applicable laws, regulations and rules.

SECTION 7. TAX WITHHOLDING AND REPORTING.

(a) You will not be allowed to exercise this Option unless you pay, or make acceptable arrangements to pay, any taxes required to be withheld as a result of the Option exercise. You hereby authorize withholding from payroll or any other payment due to you from the Company or any Affiliate (including, without limitations, amounts due in respect of your exercise of the Option if the Company determines to settle the Option in cash upon your exercise of the Option pursuant to Section 8 below) or your employer to satisfy any such withholding tax obligation. You may also, subject to and pursuant to procedures described under Section 6, and at the sole and plenary discretion of the Committee, pay all or part of your withholding obligation by using any Shares that you own.

(b) If you sell or otherwise dispose of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, you shall immediately notify the Company in writing of such disposition.

SECTION 8. RESALE RESTRICTIONS/MARKET STAND-OFF.

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the U.S. Securities Act of 1933, as amended, including the Company's initial public offering, you may be prohibited from engaging in any transaction with respect to any of the Company's Shares without the prior written consent of the Company or its underwriters for a period of time communicated to you by the Company.

SECTION 9. TRANSFER OF OPTION.

Prior to your death, only you may exercise this Option. Unless otherwise permitted by the Board or the Committee, this Option and the rights and privileges conferred hereby cannot be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, pledge, attachment, levy or similar process. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will.

SECTION 10. RETENTION RIGHTS.

This Agreement does not give you the right to be retained by the Company or its Affiliates in any capacity. The Company and its Affiliates reserves the right to terminate your service at any time and for any reason without thereby incurring any liability to you.

SECTION 11. SHAREHOLDER RIGHTS.

Neither you nor your estate or heirs have any rights as a shareholder of the Company until the Shares acquired upon exercise of this Option are registered in the Company's share register in your name or, if the shares are held through a central depositary, in an account opened in your name with a broker. No adjustments are made for dividends or other rights if the applicable record date occurs before the Shares are registered in your name, your stock certificate is issued. . Prior to the consummation of any initial public offering of Shares by the Company, as a condition of delivery of Shares pursuant to your exercise of this Option, you shall be required to execute, as a condition of delivery of such Shares, a Shareholder's agreement in a form approved by the Committee (the "Shareholder's Agreement"). The Shareholder's Agreement may contain (i) restrictions on your transfer and sale of such Units, (ii) obligations for you to sell such Units in connection with a sale of interests in the Company or its affiliates and (iii) such other restrictions and obligations as the Committee determines, in its sole discretion, to impose, all of which will be applicable prior to the consummation of any initial public offering of Shares by the Company. If you fail to execute such Shareholder's Agreement within the deadline established by the Committee therefor, your exercise shall be immediately cancelled and of no further effect.

SECTION 12. LEGENDS.

You agree that the Shares which you may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal, state or foreign securities laws. You also agree that (i) the Company may refuse to register the transfer of the Shares purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares purchased under this Option.

SECTION 13. TAX DISCLAIMER.

You agree that you are responsible for consulting your own tax advisor as to the tax consequences associated with your Option. The tax rules governing options are complex, change frequently and depend on the individual taxpayer's situation. In addition, options granted at a discount from fair market value may be considered "deferred compensation" subject to adverse tax consequences under new Section 409A of the Code. The Board has made a good faith determination that either the exercise price per share of the Option is not less than the fair market value of the Shares underlying your Option on the Date of Grant or, if less, that the exercise price was determined in a manner permitted under Section 409A of the Code with respect to the substitution of a stock right in connection with a corporate transaction. It is possible, however, that the Internal Revenue Service could later challenge that determination and assert that the fair market value of the Shares underlying your Option was greater on the Date of Grant than the exercise price determined by the Board or, if applicable, that the Company did not comply with the rules applicable to stock right substitutions, which could result in immediate income tax upon the vesting of your Option (whether or not exercised) and a 20% tax penalty. The Company gives no assurance that such adverse tax consequences will not occur and specifically assumes no responsibility therefor.

By accepting this Option, you acknowledge that any tax liability or other adverse tax consequences to you resulting from the grant, vesting or exercise of the Option will be the responsibility of, and will be borne entirely by, you. YOU ARE THEREFORE ENCOURAGED TO CONSULT YOUR OWN TAX ADVISOR BEFORE ACCEPTING THE GRANT OF THIS OPTION.

SECTION 14 . THE PLAN AND OTHER AGREEMENTS.

The text of the Plan is incorporated in this Agreement by reference. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan. The Notice of Substitution of Stock Options and Stock Option Grant, this Agreement, including its attachments, and the Plan constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded. To the extent the terms of the Notice of Substitution of Stock Options and Stock Option Grant or this Agreement conflict with the terms of the Plan, the terms of the Notice of Substitution of Stock Options and Stock Option Grant and this Agreement shall prevail.

SECTION 15. MISCELLANEOUS PROVISIONS.

(a) You understand and acknowledge that (i) the Plan is entirely discretionary, (ii) the Company and your employer have reserved the right to amend, suspend or terminate the Plan at any time, (iii) the grant of an option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (iv) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares offered, the Exercise Price and the vesting schedule, will he at the sole discretion of the Company.

(b) The value of this Option shall be an extraordinary item of compensation outside the scope of your employment contract, if any, and shall not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) You understand and acknowledge that participation in the Plan ceases upon termination of your service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

(d) You hereby authorize and direct your employer to disclose to the Company or any Subsidiary any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your employer deems necessary or appropriate to facilitate the administration of the Plan.

SECTION 16. APPLICABLE LAW.

This Agreement will be interpreted and enforced under the laws of the State of New York (without regard to their choice of law provisions).

EXHIBIT A

PACIFIC DRILLING S.A.
2011 OMNIBUS STOCK INCENTIVE PLAN
NOTICE OF EXERCISE AND COMMON STOCK PURCHASE AGREEMENT

This notice of exercise and common stock purchase agreement is dated as of , , between Pacific Drilling S.A. (the "Company"), and ("Purchaser") (the "Exercise Notice").

WITNESSETH:

WHEREAS, the Company granted to Purchaser a stock option (the "Option") on (the "Date of Grant") pursuant to a notice of substitution of stock options and stock option grant (the "Notice of Substitution of Stock Options and Stock Option Grant") and a stock option agreement (the "Option Agreement") under which Purchaser has the right to purchase up to [ ] shares of the Company's share capital (the "Option Shares"); and

WHEREAS, the Option is exercisable with respect to certain of the Option Shares as of the date hereof; and

WHEREAS, pursuant to the Option Agreement, Purchaser desires to purchase shares of the Company as herein described, on the terms and conditions set forth in this Exercise Notice, the Option Agreement and the Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan (the "Plan"). Certain capitalized terms used in this Exercise Notice and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

NOW, THEREFORE, it is agreed between the parties as follows:

SECTION 1. PURCHASE OF SHARES.

(a) Pursuant to the terms of the Option Agreement, Purchaser hereby notifies the Company of its desire to purchase from the Company shares representing the Company's share capital (the "Common Stock") for the Exercise Price per share specified in the Notice of Substitution of Stock Options and Stock Option Grant plus any Federal, state, local and foreign income and employment taxes required to be withheld, payable either (i) by personal check, cashier's check, money order, (ii) by instructing the Company to withhold a portion of the Shares to be acquired by exercise of the Option with a Fair Market Value equal to the Exercise Price plus any Federal, state, local and foreign income and employment taxes required to be withheld or (iii) otherwise as permitted by the Option Agreement. Payment shall be delivered at the Closing, as such term is defined below.

(b) The closing (the "Closing" under this Exercise Notice shall occur at the offices of the Company as of the date hereof, or such other time and place as may he designated by the Company (the "Closing Date").

SECTION 2. LEGEND OF SHARES.

Purchaser agrees that the Shares which Purchaser may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable securities laws. Purchaser also agrees that (i) the Company may refuse to register the transfer of the Shares purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares purchased under this Option.

SECTION 3. PURCHASER'S INVESTMENT REPRESENTATIONS.

By executing this Exercise Notice, the Purchaser hereby acknowledges, represents, warrants and agrees as follows:

(a) This Exercise Notice is made with Purchaser in reliance upon Purchaser's representation to the Company, which by Purchaser's acceptance hereof Purchaser confirms, that the Common Stock which Purchaser will receive will be acquired with Purchaser's own funds for investment for an indefinite period for Purchaser's own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that Purchaser has no present intention of selling, granting participation in, or otherwise distributing the same, but subject, nevertheless, to any requirement of law that the disposition of Purchaser's property shall at all times be within Purchaser's control. By executing this Exercise Notice, Purchaser further represents that Purchaser does not have any contract, understanding or agreement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Common Stock.

(b) Purchaser understands that the Common Stock may not be registered or qualified under applicable U.S. federal, state or foreign securities laws on the ground that the sale provided for in this Exercise Notice is exempt from registration or qualification under applicable U.S. federal, state or foreign securities laws and that the Company's reliance on such exemption is predicated on Purchaser's representations set forth herein.

(c) In no event shall Purchaser make a disposition of any of the Common Stock (including a disposition under Section 3 of this Exercise Notice) prior to such date as the Plan and Common Stock thereunder are covered by a valid Form S-8 or similar U.S. federal registration statement, unless and until (i) Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition and (ii) Purchaser shall have furnished the Company with an opinion of counsel satisfactory to the Company to the effect that (A) such disposition will not require registration or qualification of such Common Stock under applicable U.S. federal or state or foreign securities laws or (B) appropriate action necessary for compliance with the applicable U.S. federal, state or foreign securities laws has been taken or (iii) the Company shall have waived, expressly and in writing, its rights under clauses (i) and (ii) of this Subsection.

(d) With respect to a transaction occurring prior to such date as the Plan and Common Stock thereunder are covered by a valid Form S-8 or similar U.S. federal registration statement, this Subsection shall apply unless the transaction is covered by an exemption. In connection with the investment representations made herein, Purchaser represents that Purchaser: (i) is able to fend for himself or herself in the transactions contemplated by this Exercise Notice, (ii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of Purchaser's investment, (iii) has the ability to bear the economic risks of Purchaser's investment, (iv) has been furnished with and has had access to such information as would be made available in the form of a registration statement together with such other information regarding the Company and the Shares as the Purchaser has requested in connection with making its investment decision and such additional information as is necessary to verify the accuracy of the information supplied and (v) has been afforded an opportunity to ask questions concerning the Company, the Shares and Purchaser's investment and has had all such questions answered to its satisfaction by the Company.

(e) Purchaser understands that if the Company has not registered the Common Stock with the U.S. Securities and Exchange Commission pursuant to section 12 of the U.S. Securities Exchange Act of 1934, as amended, or if a registration statement covering the Common Stock (or a filing pursuant to the exemption from registration under Regulation A of the Securities Act) under the Securities Act is not in effect when Purchaser desires to sell the Common Stock, Purchaser may be required to hold the Common Stock for an indeterminate period. Purchaser also acknowledges that Purchaser understands that any sale of the Common Stock which might be made by Purchaser in reliance upon Rule 144 under the Securities Act may be made only in limited amounts in accordance with the terms and conditions of that Rule.

SECTION 4. NO DUTY TO TRANSFER IN VIOLATION OF THIS EXERCISE NOTICE.

The Company shall not be required (a) to transfer on its books any Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Exercise Notice or (b) to treat as owner of such Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Shares shall have been so transferred.

SECTION 5 . RIGHTS OF PURCHASER.

(a) Except as otherwise provided herein, Purchaser shall, during the term of this Exercise Notice, exercise all rights and privileges of a shareholder of the Company with respect to the Common Stock.

(b) Nothing in this Exercise Notice shall be construed as a right by Purchaser to be retained by the Company or its Affiliates in any capacity. The Company reserves the right to terminate Purchaser's service at any time and for any reason without thereby incurring any liability to Purchaser.

SECTION 6. RESALE RESTRICTIONS/MARKET STAND-OFF.

Purchaser hereby agrees that in connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, Purchaser shall not, directly or indirectly, engage in any transaction prohibited by the underwriter, or sell, make any short sale of, contract to sell, transfer the economic risk of ownership in, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or agree to engage in any of the foregoing transactions with respect to any Shares without the prior written consent of the Company or its underwriters, for such period of time after the effective date of such registration statement as may be requested by the Company or such underwriters. To enforce the provisions of this Section, the Company may impose stop-transfer instructions with respect to the Shares until the end of the applicable stand-off period.

SECTION 7. OTHER NECESSARY ACTIONS.

The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Exercise Notice.

SECTION 8. NOTICE.

Any notice required or permitted under this Exercise Notice shall be given in writing and shall be deemed effectively given upon the earliest of personal delivery, receipt or the third full day following deposit in the United States Post Office with postage and fees prepaid, addressed to the other party hereto at the address last known or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

SECTION 9. SUCCESSORS AND ASSIGNS.

This Exercise Notice shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser and Purchaser's heirs, executors, administrators, successors and assigns.

SECTION 10. WAIVER.

No waiver of any breach or condition of this Exercise Notice shall he deemed to be a waiver of any other or subsequent breach or condition, whether of a like or different nature.

SECTION 11. APPLICABLE LAW.

This Exercise Notice shall be governed by, and construed in accordance with, the laws of the State of New York, as such laws are applied to contracts entered into and performed in such state.

SECTION 12. NO ORAL MODIFICATION.

No modification of this Exercise Notice shall be valid unless made in writing and signed by the parties hereto.

SECTION 13. ENTIRE AGREEMENT.

This Exercise Notice, the Option Agreement and the Plan constitute the entire complete and final agreement between the parties hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Exercise Notice as of the day and year first above written.

Pacific Drilling S.A.
Société Anonyme
37 rue d'Anvers
L-1130 Luxembourg

(Purchaser)

_____
Signature

By: _____

Title: _____

ANNEX I

ACKNOWLEDGMENT OF AND AGREEMENT TO BE BOUND
BY THE NOTICE OF EXERCISE AND COMMON STOCK PURCHASE AGREEMENT
OF
PACIFIC DRILLING S.A.

The undersigned, as transferee of shares of Pacific Drilling S.A. hereby acknowledges that he or she has read and reviewed the terms of the Notice of Exercise and Common Stock Purchase Agreement of Pacific Drilling S.A. and hereby agrees to be bound by the terms and conditions thereof, as if the undersigned had executed said Exercise Notice as an original party thereto.

Dated: , .

(Signature of Transferee)

(Printed Name of Transferee)

Exhibit 4.4

FORM OF
PACIFIC DRILLING S.A.
2011 OMNIBUS STOCK INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT

Upon the recommendation of your employer, Pacific Drilling Services, Inc., Pacific Drilling S.A. (the "Company") hereby grants you (the "Optionee") the following option (the "Option") to purchase shares representing the Company's share capital ("Shares"). The terms and conditions of this Option are set forth in this notice below, as well as in the attached stock option agreement (the "Stock Option Agreement") and the Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan (the "Plan"), both of which are attached to and made a part of this document.

Date of Grant:	[ ]
Name of Optionee:	[ ]
Number of Option Shares:	[ ]
Exercise Price per Share:	$[ ]
Type of Option:	Non-Qualified Stock Option
Vesting Schedule:	

By signing this document, you acknowledge receipt of a copy of the Plan, and agree that (a) you have carefully read, fully understand and agree to all of the terms and conditions described in the attached Stock Option Agreement, the Plan document and "Notice of Exercise and Common Stock Purchase Agreement" (the "Exercise Notice"); (b) you hereby make the purchaser's investment representations contained in the Exercise Notice with respect to the grant of this Option; (c) you understand and agree that the Plan, Stock Option Agreement, and Notice, including its cover sheet and attachments, constitutes the entire understanding between you and the Company regarding this Option, and that any prior agreements, commitments or negotiations concerning this Option are replaced and superseded; (d) you have been given an opportunity to consult your own legal and tax counsel with respect to all matters relating to this Option prior to signing this cover sheet and that you have either consulted such counsel or voluntarily declined to consult such counsel and (e) any tax liability or other adverse tax consequences to you resulting from the grant, vesting or exercise of the Option will be the responsibility of, and will be borne entirely by, you.

[NAME]

_____

Date: _____

Pacific Drilling S.A.
Société Anonyme
37, rue d'Anvers
L-1130 Luxembourg

By: _____

Title: _____
Date: _____

PACIFIC DRILLING S.A.

2011 OMNIBUS STOCK INCENTIVE PLAN
STOCK OPTION AGREEMENT

SECTION 1. KIND OF OPTION.

This Option is intended to be either an incentive stock option intended to meet the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (an "ISO") or a non-statutory option (an "NSO"), which is not intended to meet the requirements of an ISO, as indicated in the Notice of Stock Option Grant. Even if this Option is designated as an ISO, it shall be deemed to be an NSO to the extent required by the $100,000 annual limitation under Section 422(d) of the Code.

SECTION 2. VESTING.

Subject to the terms and conditions of the Plan and this Stock Option Agreement (the "Agreement"), your Option will be exercisable with respect to the Shares underlying the Option that have become vested in accordance with the schedule set forth in the Notice of Stock Option Grant. If your Option is granted in consideration of your service as an employee or a consultant, subject to any terms and conditions relating to a Change in Control as set forth in the Plan or the Notice of Stock Option Grant, after your service as an employee or a consultant terminates for any reason, vesting of your Shares subject to such Option immediately stops and such Option expires immediately as to the number of Shares that are not vested as of the date your service as an employee or a consultant terminates. If your Option is granted in consideration of your service as an Independent Director, after your service as an Independent Director terminates for any reason, vesting of your Shares subject to such Option immediately stops and such Option expires immediately as to the number of Shares that are not vested as of the date your service as an Independent Director terminates.

SECTION 3. TERM.

Your Option will expire in any event on the tenth (10th) anniversary of the Date of Grant; provided, however, that if your Option is an ISO it will expire five (5) years after the Date of Grant if, as of the date Date of Grant, you own more than 10% of the voting stock (i.e., you are a "Ten-Percent Shareholder") of the Company (such date of expiration, the "Expiration Date"). Also, your Option will expire earlier if your service terminates, as described below in Section 4.

SECTION 4. REGULAR TERMINATION.

(a) If your service terminates for any reason except death, the vested portion of your Option will expire on the 90th day after your termination of service. Except as otherwise provided under this Agreement, during that 90-day period, you may exercise the portion of your Option that was vested on your termination date. Notwithstanding the foregoing, the Option may not be exercised after the Expiration Date determined under Section 3 above.

(b) If you die while in service with the Company, the vested portion of your Option will expire on the six-month anniversary of the date of your death. During that six-month period, your estate, legatees or heirs may exercise that portion of your Option that was vested on the date of your death. Notwithstanding the foregoing, the Option may not be exercised after the Expiration Date determined under Section 3 above.

SECTION 5. EXERCISING YOUR OPTION.

To exercise your Option, you must execute the Notice of Exercise and Common Stock Purchase Agreement (the "Exercise Notice"), attached as Exhibit A. You must submit the Exercise Notice, together with full payment, to the Company. Your exercise will be effective when both the Exercise Notice and full payment of the Exercise Price plus the amount of any Federal, state, local or foreign income or employment taxes required to be withheld is received by the Company. If someone else wants to exercise your Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so. If determined by the Committee in its sole discretion, in order to facilitate the delivery of Shares pursuant to the exercise of your Option, the execution of the exercise of your option (including, without limitation, the delivery to you of Shares pursuant to such exercise) may be delayed until an exercise date specified by the Committee, which shall in no event be later than such date as is as soon as reasonably practicable following the next regularly scheduled meeting of the Board following receipt of your Exercise Notice and applicable payment.

SECTION 6. PAYMENT FORMS.

When you exercise your Option, you must either include payment of the Exercise Price for the Shares you are purchasing plus any Federal, state, local and foreign income and employment taxes required to be withheld in cash or instruct the Company to withhold a portion of the Shares to be acquired by exercise of the Option with a Fair Market Value equal to the Exercise Price plus any Federal, state, local and foreign income and employment taxes required to be withheld. The Board may permit such other payment forms as it deems appropriate, subject to applicable laws, regulations and rules.

SECTION 7. TAX WITHHOLDING AND REPORTING.

(a) You will not be allowed to exercise this Option unless you pay, or make acceptable arrangements to pay, any taxes required to be withheld as a result of the Option exercise. You hereby authorize withholding from payroll or any other payment due to you from the Company or any Affiliate (including, without limitations, amounts due in respect of your exercise of the Option if the Company determines to settle the Option in cash upon your exercise of the Option pursuant to Section 8 below) or your employer to satisfy any such withholding tax obligation. You may also, subject to and pursuant to procedures described under Section 6, and at the sole and plenary discretion of the Committee, pay all or part of your withholding obligation by using any Shares that you own.

(b) If you sell or otherwise dispose of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, you shall immediately notify the Company in writing of such disposition.

SECTION 8. RESALE RESTRICTIONS/MARKET STAND-OFF.

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the U.S. Securities Act of 1933, as amended, including the Company's initial public offering, you may be prohibited from engaging in any transaction with respect to any of the Company's Shares without the prior written consent of the Company or its underwriters for a period of time communicated to you by the Company.

SECTION 9. TRANSFER OF OPTION.

Prior to your death, only you may exercise this Option. Unless otherwise permitted by the Board or the Committee, this Option and the rights and privileges conferred hereby cannot be sold, pledged or otherwise transferred (whether by operation of law or otherwise) and shall not be subject to sale under execution, pledge, attachment, levy or similar process. For instance, you may not sell this Option or use it as security for a loan. if you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will.

SECTION 10. RETENTION RIGHTS.

This Agreement does not give you the right to be retained by the Company or its Affiliates in any capacity. The Company and its Affiliates reserves the right to terminate your service at any time and for any reason without thereby incurring any liability to you.

SECTION 11. STOCKHOLDER RIGHTS.

Neither you nor your estate or heirs have any rights as a shareholder of the Company until the Shares acquired upon exercise of this Option are registered in the Company's share register in your name or, if the shares are held through a central depositary, in an account opened in your name with a broker. No adjustments are made for dividends or other rights if the applicable record date occurs before the Shares are registered in your name, your stock certificate is issued. Prior to the consummation of any initial public offering of Shares by the Company, as a condition of delivery of Shares pursuant to your exercise of this Option, you shall be required to execute, as a condition of delivery of such Shares, a Shareholder's agreement in a form approved by the Committee (the "Shareholder's Agreement"). The Shareholder's Agreement may contain (i) restrictions on your transfer and sale of such Units, (ii) obligations for you to sell such Units in connection with a sale of interests in the Company or its affiliates and (iii) such other restrictions and obligations as the Committee determines, in its sole discretion, to impose, all of which will be applicable prior to the consummation of any initial public offering of Shares by the Company. If you fail to execute such Shareholder's Agreement within the deadline established by the Committee therefor, your exercise shall be immediately cancelled and of no further effect.

SECTION 12. LEGENDS.

You agree that the Shares which you may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal, state, or foreign securities laws. You also agree that (i) the Company may refuse to register the transfer of the Shares purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares purchased under this Option.

SECTION 13. TAX DISCLAIMER.

You agree that you are responsible for consulting your own tax advisor as to the tax consequences associated with your Option. The tax rules governing options are complex, change frequently and depend on the individual taxpayer's situation. In addition, options granted at a discount from fair market value may be considered "deferred compensation" subject to adverse tax consequences under new Section 409A of the Code. The Board has made a good faith determination that the exercise price per share of the Option is not less than the fair market value of the Shares underlying your Option on the Date of Grant. It is possible, however, that the Internal Revenue Service could later challenge that determination and assert that the fair market value of the Shares underlying your Option was greater on the Date of Grant than the exercise price determined by the Board, which could result in immediate income tax upon the vesting of your Option (whether or not exercised) and a 20% tax penalty, as well as the loss of incentive stock option status (if applicable). The Company gives no assurance that such adverse tax consequences will not occur and specifically assumes no responsibility therefor.

By accepting this Option, you acknowledge that any tax liability or other adverse tax consequences to you resulting from the grant, vesting or exercise of the Option will be the responsibility of, and will be borne entirely by, you. YOU ARE THEREFORE ENCOURAGED TO CONSULT YOUR OWN TAX ADVISOR BEFORE ACCEPTING THE GRANT OF THIS OPTION.

SECTION 14. THE PLAN AND OTHER AGREEMENTS.

The text of the Plan is incorporated in this Agreement by reference. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan. The Notice of Stock Option Grant, this Agreement, including its attachments, and the Plan constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded. To the extent the terms of the Notice of Stock Option Grant or this Agreement conflict with the terms of the Plan, the terms of the Notice of Stock Option Grant and this Agreement shall prevail.

SECTION 15. MISCELLANEOUS PROVISIONS.

(a) You understand and acknowledge that (i) the Plan is entirely discretionary, (ii) the Company and your employer have reserved the right to amend, suspend or terminate the Plan at any time, (iii) the grant of an option does not in any way create any contractual or other right to receive additional grants of options (or benefits in lieu of options) at any time or in any amount and (iv) all determinations with respect to any additional grants, including (without limitation) the times when options will be granted, the number of Shares offered, the Exercise Price and the vesting schedule, will be at the sole discretion of the Company.

(b) The value of this Option shall be an extraordinary item of compensation outside the scope of your employment contract, if any, and shall not be considered a part of your normal or expected compensation for purposes of calculating severance, resignation, redundancy or end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(c) You understand and acknowledge that participation in the Plan ceases upon termination of your service for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement.

(d) You hereby authorize and direct your employer to disclose to the Company or any Subsidiary any information regarding your employment, the nature and amount of your compensation and the fact and conditions of your participation in the Plan, as your employer deems necessary or appropriate to facilitate the administration of the Plan.

SECTION 16. APPLICABLE LAW.

This Agreement will be interpreted and enforced under the laws of the State of New York (without regard to their choice of law provisions).

EXHIBIT A

PACIFIC DRILLING S.A.
2011 OMNIBUS STOCK INCENTIVE PLAN
NOTICE OF EXERCISE AND COMMON STOCK PURCHASE AGREEMENT

This notice of exercise and common stock purchase agreement is dated as of , , between Pacific Drilling S.A. (the "Company"), and ("Purchaser") (the "Exercise Notice").

WITNESSETH:

WHEREAS, the Company granted to Purchaser a stock option (the "Option") on (the "Date of Grant") pursuant to a notice of stock option grant (the "Notice of Stock Option Grant") and a stock option agreement (the "Option Agreement") under which Purchaser has the right to purchase up to [ ] shares of the Company's share capital (the "Option Shares"); and

WHEREAS, the Option is exercisable with respect to certain of the Option Shares as of the date hereof; and

WHEREAS, pursuant to the Option Agreement, Purchaser desires to purchase shares of the Company as herein described, on the terms and conditions set forth in this Exercise Notice, the Option Agreement and the Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan (the "Plan"). Certain capitalized terms used in this Exercise Notice and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

NOW, THEREFORE, it is agreed between the parties as follows:

SECTION 1. PURCHASE OF SHARES.

(a) Pursuant to the terms of the Option Agreement, Purchaser hereby notifies the Company of its desire to purchase from the Company shares representing the Company's share capital (the "Common Stock") for the Exercise Price per share specified in the Notice of Stock Option Grant plus any Federal, state, local and foreign income and employment taxes required to be withheld, payable either (i) by personal check, cashier's check, money order, (ii) by instructing the Company to withhold a portion of the Shares to be acquired by exercise of the Option with a Fair Market Value equal to the Exercise Price plus any Federal, state, local and foreign income and employment taxes required to be withheld or (iii) otherwise as permitted by the Option Agreement. Payment shall he delivered at the Closing, as such term is defined below.

(b) The closing (the "Closing") under this Exercise Notice shall occur at the offices of the Company as of the date hereof, or such other time and place as may be designated by the Company (the "Closing Date").

SECTION 2. LEGEND OF SHARES.

Purchaser agrees that the Shares which Purchaser may acquire by exercising this Option will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable securities laws. Purchaser also agrees that (i) the Company may refuse to register the transfer of the Shares purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the Shares purchased under this Option.

SECTION 3. PURCHASER'S INVESTMENT REPRESENTATIONS.

By executing this Exercise Notice, the Purchaser hereby acknowledges, represents, warrants and agrees as follows:

(a) This Exercise Notice is made with Purchaser in reliance upon Purchaser's representation to the Company, which by Purchaser's acceptance hereof Purchaser confirms, that the Common Stock which Purchaser will receive will be acquired with Purchaser's own funds for investment for an indefinite period for Purchaser's own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that Purchaser has no present intention of selling, granting participation in, or otherwise distributing the same, but subject, nevertheless, to any requirement of law that the disposition of Purchaser's property shall at all times be within Purchaser's control. By executing this Exercise Notice, Purchaser further represents that Purchaser does not have any contract, understanding or agreement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Common Stock.

(b) Purchaser understands that the Common Stock may not be registered or qualified under applicable U.S. federal, state or foreign securities laws on the ground that the sale provided for in this Exercise Notice is exempt from registration or qualification under applicable U.S. federal, state or foreign securities laws and that the Company's reliance on such exemption is predicated on Purchaser's representations set forth herein.

(c) In no event shall Purchaser make a disposition of any of the Common Stock (including a disposition under Section 3 of this Exercise Notice) prior to such date as the Plan and Common Stock thereunder are covered by a valid Form S-8 or similar U.S. federal registration statement, unless and until (i) Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition and (ii) Purchaser shall have furnished the Company with an opinion of counsel satisfactory to the Company to the effect that (A) such disposition will not require registration or qualification of such Common Stock under applicable U.S. federal or state or foreign securities laws or (B) appropriate action necessary for compliance with the applicable U.S. federal, state or foreign securities laws has been taken or (iii) the Company shall have waived, expressly and in writing, its rights under clauses (i) and (ii) of this Subsection.

(d) With respect to a transaction occurring prior to such date as the Plan and Common Stock thereunder are covered by a valid Form S-8 or similar U.S. federal registration statement, this Subsection shall apply unless the transaction is covered by an exemption. In connection with the investment representations made herein, Purchaser represents that Purchaser: (i) is able to fend for himself or herself in the transactions contemplated by this Exercise Notice, (ii) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of Purchaser's investment, (iii) has the ability to bear the economic risks of Purchaser's investment, (iv) has been furnished with and has had access to such information as would be made available in the form of a registration statement together with such other information regarding the Company and the Shares as the Purchaser has requested in connection with making its investment decision and such additional information as is necessary to verify the accuracy of the information supplied and (v) has been afforded an opportunity to ask questions concerning the Company, the Shares and Purchaser's investment and has had all such questions answered to its satisfaction by the Company.

(e) Purchaser understands that if the Company has not registered the Common Stock with the U.S. Securities and Exchange Commission pursuant to section 12 of the U.S. Securities Exchange Act of 1934, as amended, or if a registration statement covering the Common Stock (or a filing pursuant to the exemption from registration under Regulation A of the Securities Act) under the Securities Act is not in effect when Purchaser desires to sell the Common Stock, Purchaser may be required to hold the Common Stock for an indeterminate period. Purchaser also acknowledges that Purchaser understands that any sale of the Common Stock which might be made by Purchaser in reliance upon Rule 144 under the Securities Act may be made only in limited amounts in accordance with the terms and conditions of that Rule.

SECTION 4. NO DUTY TO TRANSFER IN VIOLATION OF THIS EXERCISE NOTICE.

The Company shall not be required (a) to transfer on its books any Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Exercise Notice or (b) to treat as owner of such Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Shares shall have been so transferred.

SECTION 5. RIGHTS OF PURCHASER.

(a) Except as otherwise provided herein, Purchaser shall, during the term of this Exercise Notice, exercise all rights and privileges of a shareholder of the Company with respect to the Common Stock.

(b) Nothing in this Exercise Notice shall be construed as a right by Purchaser to be retained by the Company or its Affiliates in any capacity. The Company reserves the right to terminate Purchaser's service at any time and for any reason without thereby incurring any liability to Purchaser.

SECTION 6. RESALE RESTRICTIONS/MARKET STAND-OFF.

Purchaser hereby agrees that in connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, Purchaser shall not, directly or indirectly, engage in any transaction prohibited by the underwriter, or sell, make any short sale of, contract to sell, transfer the economic risk of ownership in, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose or transfer for value or agree to engage in any of the foregoing transactions with respect to any Shares without the prior written consent of the Company or its underwriters, for such period of time after the effective date of such registration statement as may be requested by the Company or such underwriters. To enforce the provisions of this Section, the Company may impose stop-transfer instructions with respect to the Shares until the end of the applicable stand-off period.

SECTION 7. OTHER NECESSARY ACTIONS.

The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Exercise Notice.

SECTION 8. NOTICE.

Any notice required or permitted under this Exercise Notice shall be given in writing and shall be deemed effectively given upon the earliest of personal delivery, receipt or the third full day following deposit in the United States Post Office with postage and fees prepaid, addressed to the other party hereto at the address last known or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

SECTION 9. SUCCESSORS AND ASSIGNS.

This Exercise Notice shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser and Purchaser's heirs, executors, administrators, successors and assigns.

SECTION 10. WAIVER.

No waiver of any breach or condition of this Exercise Notice shall be deemed to be a waiver of any other or subsequent breach or condition, whether of a like or different nature.

SECTION 11. APPLICABLE LAW.

This Exercise Notice shall be governed by, and construed in accordance with, the laws of the State of New York, as such laws are applied to contracts entered into and performed in such state.

SECTION 12. NO ORAL MODIFICATION.

No modification of this Exercise Notice shall be valid unless made in writing and signed by the parties hereto.

SECTION 13. ENTIRE AGREEMENT.

This Exercise Notice, the Option Agreement and the Plan constitute the entire complete and final agreement between the parties hereto with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Exercise Notice as of the day and year first above written.

Pacific Drilling S.A.
Société Anonyme
37, rue d'Anvers
L-1130 Luxembourg

(Purchaser)

Signature

By: _____

Title: _____

ANNEX I

ACKNOWLEDGMENT OF AND AGREEMENT TO BE BOUND
BY THE NOTICE OF EXERCISE AND COMMON STOCK PURCHASE AGREEMENT
OF
PACIFIC DRILLING S.A.

The undersigned, as transferee of shares of Pacific Drilling S.A. hereby acknowledges that he or she has read and reviewed the terms of the Notice of Exercise and Common Stock Purchase Agreement of Pacific Drilling S.A. and hereby agrees to be bound by the terms and conditions thereof, as if the undersigned had executed said Exercise Notice as an original party thereto.

Dated: , .

(Signature of Transferee)

(Printed Name of Transferee)

Exhibit 4.5

FORM OF
PACIFIC DRILLING S.A.
2011 OMNIBUS STOCK INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT GRANT

Pacific Drilling S.A. (the "Company") hereby grants you (the "Recipient") the following Restricted Stock Units representing the right to receive shares of the Company's share capital ("Shares"). The terms and conditions of this grant of Restricted Stock Units are set forth in this notice below, as well as in the attached Restricted Stock Unit Agreement (the "Restricted Stock Unit Agreement") and the Pacific Drilling S.A. 2011 Omnibus Stock Incentive Plan (the "Plan"), both of which are attached to and made a part of this document.

Date of Grant:	[ ]
Name of Recipient:	[ ]
Number of Restricted Stock Units:	[ ]
Vesting Schedule:	[ ]

By signing this document, you acknowledge receipt of a copy of the Plan, and agree that (a) you have carefully read, fully understand and agree to all of the terms and conditions described in the attached Restricted Stock Unit Agreement and the Plan document; (b) you understand and agree that the Plan, Restricted Stock Unit Agreement, and Notice of Restricted Stock Unit Grant, including its cover sheet and attachments, constitutes the entire understanding between you and the Company regarding this award of Restricted Stock Units, and that any prior agreements, commitments or negotiations concerning this grant of Restricted Stock Units are replaced and superseded; (c) you have been given an opportunity to consult your own legal and tax counsel with respect to all matters relating to this grant of Restricted Stock Units prior to signing this cover sheet and that you have either consulted such counsel or voluntarily declined to consult such counsel and (d) any tax liability or other adverse tax consequences to you resulting from the grant or vesting of the Restricted Stock Units will be the responsibility of, and will be borne entirely by, you.

[NAME]

_____

Date: _____

PACIFIC DRILLING S.A.
SOCIÉTÉ ANONYME
37, rue d'Anvers
L-1130 Luxembourg

By: _____

Title: _____
Date: _____

PACIFIC DRILLING S.A.

2011 OMNIBUS STOCK INCENTIVE PLAN

RESTRICTED STOCK UNIT AGREEMENT

SECTION 1. THE GRANT .

Subject to the conditions set forth below, the Company hereby grants you, effective as of the Date of Grant set forth in the Notice of Restricted Stock Unit Grant ("Notice"), as a matter of separate inducement but not in lieu of any other compensation for your services to the Company, an award (the "Award") consisting of the aggregate number of Restricted Stock Units set forth in the Notice in accordance with the terms and conditions set forth in the Notice, herein, and in the Plan.

SECTION 2. VESTING .

Subject to the terms and conditions of the Plan and this Restricted Stock Unit Agreement (the "Agreement"), your Restricted Stock Units will become vested in accordance with the schedule set forth in the Notice. After your service to the Company or its Affiliates terminates for any reason, vesting of your Restricted Stock Units immediately stops and the Restricted Stock Units that are not vested as of the date your service to the Company or its Affiliates terminates shall be forfeited immediately.

SECTION 3. DELIVERY; CERTIFICATES; LEGENDS .

(a) Within 30 days following the vesting of the Restricted Stock Units, the Company shall cause a certificate or certificates for Shares to be issued without legend (except for any legend required pursuant to applicable securities laws or any other agreement to which you are a party) in your name in cancellation for the Restricted Stock Units that are vested, if any, as of such date.

(b) The Company, in its sole discretion, may elect to deliver certificates either in certificate form or electronically to a brokerage account established for your benefit at a brokerage/financial institution selected by the Company. You agree to complete and sign any documents and take any additional actions that the Company may request to enable it to deliver the shares on your behalf.

(c) You agree that the Shares which you may acquire pursuant to this Agreement will not be sold or otherwise disposed of in any manner which would constitute a violation of any applicable federal, state, or foreign securities laws. You also agree that (i) the Company may refuse to register the transfer of the Shares acquired pursuant to this Agreement on the stock transfer records of the Company if such proposed transfer would, in the opinion of counsel satisfactory to the Company, constitute a violation of any applicable securities law, and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of such Shares.

SECTION 4. NONTRANSFERABILITY OF RESTRICTED STOCK UNITS .

You may not sell, transfer, pledge, exchange, hypothecate or dispose of the Restricted Stock Units. A breach of these terms of this Agreement shall cause a forfeiture of the Restricted Stock Units.

SECTION 5. NO SHAREHOLDER RIGHTS .

The Restricted Stock Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Shares prior to the date Shares are issued to you in settlement of the Award.

SECTION 6. PAYMENT OF TAXES .

You will not receive your Shares following the lifting of the restrictions described herein unless you pay, or make acceptable arrangements to pay, any taxes required to be withheld as a result of the vesting of the Shares of Restricted Stock Units. You hereby authorize withholding from payroll or any other payment due to you from the Company or any Affiliate to satisfy any such withholding tax obligation. You may also, subject to and pursuant to procedures described under this Agreement and the Plan, and at the sole and plenary discretion of the Committee, pay all or part of your withholding obligation by using any Shares that you own.

SECTION 7. COMPLIANCE WITH SECURITIES LAW .

Notwithstanding any provision of this Agreement to the contrary, the issuance of Shares will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Shares may then be listed. No Shares will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, Shares will not be issued hereunder unless (a) a registration statement under the Securities Act of 1933, as amended (the "Act"), is at the time of issuance in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to

time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Shares available for issuance.

SECTION 8. RESALE RESTRICTIONS/MARKET STAND-OFF .

In connection with any underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the U.S. Securities Act of 1933, as amended, including the Company's initial public offering, you may be prohibited from engaging in any transaction with respect to any of the Company's Shares without the prior written consent of the Company or its underwriters for a period of time communicated to you by the Company.

SECTION 9. RETENTION RIGHTS .

This Agreement does not give you the right to serve as a member of the Board or be retained by the Company or its Affiliates in any other capacity. The Company and its Affiliates reserves the right to terminate your service at any time and for any reason without thereby incurring any liability to you.

SECTION 10. SHAREHOLDER'S AGREEMENT .

Prior to the consummation of any initial public offering of Shares by the Company, as a condition of delivery of Shares pursuant to the vesting of your Restricted Stock Units, if required by the Committee, you shall be required to execute, as a condition of delivery of such Shares, a Shareholder's agreement in a form approved by the Committee (the "Shareholder's Agreement"). The Shareholder's Agreement may contain (i) restrictions on your transfer and sale of such Shares, (ii) obligations for you to sell such Shares in connection with a sale of interests in the Company or its affiliates and (iii) such other restrictions and obligations as the Committee determines, in its sole discretion, to impose, all of which will be applicable prior to the consummation of any initial public offering of Shares by the Company. If you fail to execute such Shareholder's Agreement within the deadline established by the Committee therefor, your Shares shall be immediately cancelled and of no further effect.

SECTION 11. TAX DISCLAIMER .

You agree that you are responsible for consulting your own tax advisor as to the tax consequences associated with the grant and vesting of your Restricted Stock Units. The tax rules governing Restricted Stock Units are complex, change frequently and depend on the individual taxpayer's situation.

By accepting this grant of Restricted Stock Units, you acknowledge that any tax liability or other adverse tax consequences to you resulting from the grant or vesting of the Restricted Stock Units will be the responsibility of, and will be borne entirely by, you. YOU ARE THEREFORE ENCOURAGED TO CONSULT YOUR OWN TAX ADVISOR BEFORE ACCEPTING THE GRANT OF THESE RESTRICTED STOCK UNITS.

SECTION 12. THE PLAN AND OTHER AGREEMENTS .

The text of the Plan is incorporated in this Agreement by reference. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Notice. The Notice, this Agreement, including its attachments, and the Plan constitute the entire understanding between you and the Company regarding this grant of Restricted Stock Units. Any prior agreements, commitments or negotiations concerning this grant of Restricted Stock Units are superseded. To the extent the terms of the Notice or this Agreement conflict with the terms of the Plan, the terms of the Notice and this Agreement shall prevail.

SECTION 13. MISCELLANEOUS PROVISIONS .

(a) You understand and acknowledge that (i) the Plan is entirely discretionary, (ii) the Company has reserved the right to amend, suspend or terminate the Plan at any time, (iii) the grant of Restricted Stock Units does not in any way create any contractual or other right to receive additional grants of Restricted Stock Units (or benefits in lieu of Restricted Stock Units) at any time or in any amount and (iv) all determinations with respect to any additional grants, including (without limitation) the times when Restricted Stock Units will be granted, the number of Shares offered, and the vesting schedule, will be at the sole discretion of the Company.

(b) You understand and acknowledge that participation in the Plan ceases upon termination of your service to the Company for any reason, except as may explicitly be provided otherwise in the Plan or this Agreement

SECTION 14. APPLICABLE LAW .

This Agreement will be interpreted and enforced under the laws of the State of New York (without regard to their choice of law provisions).

Exhibit 5.1

LOYENS & LOEFF

AVOCATS À LA COUR

30 March 2012

Pacific Drilling S.A.
37 rue d'Anvers
L-1130 Luxembourg

RE: Pacific Drilling S.A. Registration Statement on Form S-8

Ladies and Gentlemen

PACIFIC DRILLING S.A.

1 INTRODUCTION

Incorporation

We are acting as Luxembourg counsel for Pacific Drilling S.A., a Luxembourg public company limited by shares (*société anonyme*) with registered office at 37 rue d'Anvers, L-1130 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (**RCS**) under number B 159658 (the **Company**) in connection with the Registration Statement on Form S-8 being filed with the Securities and Exchange Commission under the US Securities Act of 1933, as amended, (the **Registration Statement**) relating to the registration by the Company of 7,200,000 common shares, accounting par value $0.01 per share (the **Shares**).

2 SCOPE OF INQUIRY

2.1 For the purpose of this Opinion, we have examined a copy of and relied upon the following documents (together the **Documents** and each a **Document**):

(a) the deed of incorporation of the Company, as enacted in the notarial deed dated 11 March 2011 and drawn up by Maître Elvinger, Notary in Luxembourg, Grand Duchy of Luxembourg;

(b) the coordinated articles of association of the Company (the **Articles**);

(c) the resolutions of the board of directors of the Company, dated 02 November 2011 in which the share capital increase was authorised subject to receipt of the relevant subscription monies (the **Directors Resolutions**);

(d) the notarial deed dated 20 December 2011 drawn up by Maître Elvinger, Notary in Luxembourg, Grand Duchy of Luxembourg recording the share capital increase;

(e) a certificate from authorized officers of the Company with respect to certain factual matters, dated 30 March 2012;

(f) an excerpt pertaining to the Company delivered by the RCS, dated 30 March 2012;

(g) a certificate of absence of judicial decisions (*certificat de non-inscription d'une décision judiciaire)* pertaining to the Company, delivered by the RCS on 30 March 2012 with respect to the situation of the Company as at 29 March 2012;

3 ASSUMPTIONS

We have assumed the following:

3.1 the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies;

3.2 all factual matters and statements relied upon or assumed in this Opinion are and were true and complete on the date of execution of the Documents (and any document in connection therewith);

4 OPINION

4.1 The Company is a validly existing *société anonyme* under the laws of the Grand Duchy of Luxembourg.

4.2 The Shares have been duly authorised in accordance with the Articles and the laws of Luxembourg, the issuance of such Shares was not subject to any pre-emptive or similar rights, and, having been duly subscribed to and fully paid and issued in accordance with the Directors Resolutions, when sold will be validly issued and fully paid and non-assessable (based on the meaning of those terms as understood under U.S. law).

5 MISCELLANEOUS

5.1 We express no opinion, nor do we imply any opinion, as to any laws other than Luxembourg laws and this Opinion is given on the express condition, accepted by each person entitled to rely on it, that this Opinion and all rights, obligations, issues of interpretation and liabilities in relation to it are governed by, and shall be construed in accordance with, Luxembourg law and any actions or claims in relation to it can be brought exclusively before the Luxembourg courts.

5.2 This Opinion is strictly limited to the matters expressly set forth at clause 4 above. No other opinion is, or may be, implied or inferred therefrom.

5.3 We hereby consent to the filing of this Opinion as an exhibit to the Registration Statement. The giving of this Opinion does not constitute acceptance or agreement that we are in the category of persons whose consent is required under section 7 of the Securities Act of 1933, as amended.

LOYENS & LOEFF

AVOCATS À LA COUR

Yours faithfully,

Loyens & Loeff

Avocats à la Cour

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Pacific Drilling, S.A.:

We consent to the use of our report dated March 27, 2012 with respect to the consolidated balance sheets of Pacific Drilling, S.A. and subsidiaries (the Company) as of December 31, 2011 and 2010, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2011, incorporated by reference herein. We did not audit the financial statements of Transocean Pacific Drilling Inc. (TPDI – a 50% owned unconsolidated investee company). The Company's investment in TPDI at December 31, 2011 and 2010 was $0 and $46,832,000, respectively, and its equity in earnings of TPDI was $18,955,000, $56,307,000, and $4,291,000 for the years ended December 31, 2011, 2010, and 2009, respectively. The financial statements of TPDI were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for TPDI, is based solely on the report of other auditors.

/s/ KPMG LLP

Houston, Texas
March 30, 2012

Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2011 Omnibus Stock Incentive Plan of Pacific Drilling S.A. of our report dated March 5, 2012, with respect to the consolidated financial statements of Transocean Pacific Drilling Inc. included in Pacific Drilling S.A.'s Annual Report (Form 20-F) for the year ended December 31, 2011, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Houston, Texas
March 30, 2012